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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

18 CV 01555

CASE NO. _____
[to be filled in by Clerk's Office]

COMPLAINT FOR A CIVIL CASE

Jury Trial: ☒ Yes ☐ No

Douglas H. Rough

Plaintiff(s),

v.

Chase, et al

Defendant(s).

I. THE PARTIES TO THIS COMPLAINT

A. Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Douglas Houghton Rough

Street Address

10912 NE 133rd St

City and County

Kirkland King County

State and Zip Code

WA 98034

Telephone Number

425-821-5529

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1 B. Defendant(s)

2 Provide the information below for each defendant named in the complaint, whether the
 3 defendant is an individual, a government agency, an organization, or a corporation. For an
 4 individual defendant, include the person's job or title (if known). Attach additional pages if
 5 needed.

6 Defendant No. 1

7 Name

Chase Bank

8 Job or Title (if known)

9 Street Address

3415 Vision Drive OH 43219

10 City and County

Columbus

11 State and Zip Code

OH

43219

12 Telephone Number

13 Defendant No. 2

14 Name

Wells Fargo

15 Job or Title (if known)

16 Street Address

PO Box 340214

17 City and County

Sacramento

18 State and Zip Code

CA

95834-0214

19 Telephone Number

20 Defendant No. 3

21 Name

Barclay card

22 Job or Title (if known)

23 Street Address

PO Box 8801

24 City and County

Wilmington

State and Zip Code

DE

19899-8801

Telephone Number

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Defendant No. 4

Name

ALN

Job or Title (if known)

Street Address

2401 Ogletown Rd

City and County

Newark

State and Zip Code

DE 19711-6403

Telephone Number

See [1] Defendants attached

II. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal question☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

84 Stat. 922-3 aka 84 Stat. 941; 18 USC § 1961-1968; 92 Stat. 3641 aka 92 Stat. 3728; 12 USC ch 3 § 226 et seq 15 USC ch 41 § 1601 et seq. 15 USC ch 41 § 1693; 15 USC § 1666(a)

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B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual.

The plaintiff (name) Douglas Rough, is a citizen of the
 State of (name) Washington.

b. If the plaintiff is a corporation.

The plaintiff, (name) _____, is incorporated under
 the laws of the State of (name) _____, is incorporated under
 the laws of the State of (name) _____, and has its principal
 place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

see [1] Defendants attached

a. If the defendant is an individual.

The defendant, (name) _____, is a citizen of the
 State of (name) _____. Or is a citizen of
 (foreign nation) _____.

b. If the defendant is a corporation.

The defendant, (name) _____, is incorporated under
 the laws of the State of (name) _____, and has its principal
 place of business in the State of (name) _____.

Or is incorporated under the laws of (foreign nation) _____,
 and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

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3. The Amount in Controversy.

The amount in controversy-the amount the plaintiff claims the defendant owes or the amount at stake-is more than \$75,000, not counting interest and costs of court, because (explain):

Chase Fraud amt = \$30,442; Wells Fargo Barclaycard
amt Fraud = \$47,843; Wages lost = \$640,890; est
legal costs \$1,000,000; private ~~detect~~ detective
\$250

III. STATEMENT OF CLAIM

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

See [2] Statement of Claim attached

IV. RELIEF

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Total damages including Fraud, costs of defense,
lost wages interest and court costs actual plus
est. = \$1,751,556. Per RICO laws this should triple
\$1,791,946 to \$5,375,837

V. CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper

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purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
(2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or
reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so
identified, will likely have evidentiary support after a reasonable opportunity for further
investigation or discovery; and (4) the complaint otherwise complies with the requirements of
Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related
papers may be served. I understand that my failure to keep a current address on file with the
Clerk's Office may result in the dismissal of my case.

Date of signing:

Signature of Plaintiff

Printed Name of Plaintiff

→ 
Oct 22, 2018
Douglas Rongh

Date of signing:

Signature of Plaintiff

Printed Name of Plaintiff

Date of signing:

Signature of Plaintiff

Printed Name of Plaintiff

1 Attachment to Rough v. Chase et al.

2 [1] Defendants

3
4 Chase Bank

5
6 3415 Vision Drive OH4-7120

7 Columbus, OH 43219

8
9 Wells Fargo

10 PO Box 340214

11 Sacramento, CA 95834-0214

12
13
14 Barclaycard

15 PO Box 8801

16 Wilmington, DE 19899-8801

17
18
19 ALN

20 2401 Ogletown Rd.

21 Newark, DE 19711-6403

22
23
24 MC Medical AG

25 Hector Loritz

26 [False physical address given]

27 h.loritz@mc-medicalag.com

28 PLEADING TITLE - 1

Attachment to Rough v. Chase et al.

[1] Defendants continued

Asian Firov

301 Thorn Lane #7

Newark, DE 19711-4412

Nikita Rubetskoy

2401 Ogletown Rd.

Newark, DE 19711-6403

Vitalii Volchengkov

2401 Ogletown Rd.

Newark, DE 19711-6403

Sergei Chuchalin

2401 Ogletown Rd.

Newark, DE 19711-6403

PLEADING TITLE - 2

1 Attachment to Rough v. Chase, et al.

2 [2] Statement of Claim

3
4
5 In early September 2017 I was offered employment by MC Medical AG, a Swiss company
6 expanding into the US in the medical field according to their web site. I was interviewed by
7 phone and passed. I was given a contract stating that if I passed a series of training tests, I would
8 be offered a permanent job Nov. 1, but in any event I would be paid \$2500 for the training. I
9 signed an agreement that did not restrict me from working elsewhere while I did the training. I
10 passed each of the training tests over about five weeks and was asked on October 11, 2017 to
11 buy some equipment, being paid by transferring money into my Chase credit card. Being
12 unfamiliar with this kind of transfer, I called Chase on Oct. 11 and told them what I was doing
13 and specifically asked if the money transferred into my account could be reversed. I was told that
14 after 24 hours, the money could not be reversed out of my credit card account "without a court
15 order."
16
17

18
19 I transferred money from a Chase account number, typed in "MC Medical AG" as the business
20 account name, and money was transferred into my Chase credit card (actual amounts are entered
21 as evidence). Relying on the Chase advice, I waited 24 hours, then bought some equipment. On
22 chase.com the account balance showed the transferred money and the purchases as expected. I
23 waited a few days and all showed as expected on chase.com, and I was asked to repeat the
24 process. Again I waited 24 hours after the transfer from the "MC Medical AC" business account
25 and bought equipment. At this point I was approached by ALN, another Swiss company also
26 expanding into the US per their web site, but ALN had two US addresses as well as a Swiss
27
28

PLEADING TITLE - 1

1 address. ALN offered more money and seemed like they were more established in the US. Again,
2 I passed the interview and was offered a job with higher pay than with MC-Medical AG. Again I
3 was asked to buy equipment via a credit card payoff. Again, based on the Chase phone advice
4 from Oct. 11 and my experience seeing that it “worked” with MC Medical AG, I did not see
5 anything wrong with this. I chose to use my Barclaycard rather than the Chase card for ALN.
6 ALN provided a Wells Fargo account for transferring money to Barclaycard. Similarly, I used
7 “ALN” as the Wells Fargo business account name.
8

9
10
11 After three weeks of transfers and purchases, suddenly all the money transferred into both my
12 Chase card and my Barclaycard was reversed. The Chase advice I was given was not true, there
13 was no court order. (Actual transfers and bank statements are entered as evidence).
14

15 I was harmed by all of the defendants due to: 1. The cost of the fraud; 2. The excess interest
16 charged by the banks; 3. The cost to investigate the fraud (such as hiring a private investigator);
17 4. The lost wages (as a financial advisor, I cannot be known as a victim of a fraud such as this.
18 Like it or not, the culture in the US is to blame victims almost no matter what the crime, but
19 especially for financial fraud. Even though I did a great deal of due diligence—checking web
20 sites, calling phone numbers, attempting to check physical addresses, reading contracts,
21 determining that the equipment I was sending to Delaware was not available locally in Delaware,
22 etc.—enough people will blame me that I know I cannot continue in the financial advice industry.
23 I count lost future wages as a cost.); 5. The legal cost to defend myself. None of the dozens of
24 lawyers I contacted were willing to take this case on contingency, so I am paying out of pocket
25 as I can. I estimate the cost of defense based on my costs so far.
26
27
28

1
2 The banks should also be required to: 1. Match account names and numbers when transfers
3 happen and 2. Require a password for moving money out of an account.
4

5
6 Again, this fraud would not have been possible without the advice from Chase, and the lack of
7 simple authentication measures from Chase, Wells Fargo and Barclaycard. I would not have
8 agreed to do what I did had I known there was any possibility that the money would be taken
9 back out of the account.
10

11
12
13 Summary

14 When someone is hired, paid as agreed, and puts their wages into a bank, it is the ultimate breach
15 of faith between the bank and customer for the bank to take the employee's wages out of the
16 employee's account when the bank has a dispute with the employer. That is the basis of what
17 happened here.
18

19
20 However, what happened here is far worse. The banks are knowingly complicit in a fraud
21 scheme affecting thousands of people every day by not taking simple actions to stop it.
22

23 1. Fraud has been happening for years by criminals telling ordinary citizens like me to transfer
24 money from some target account to their own.

25 2. The banks know about these fraud schemes and have not done anything effective to stop it.

26 3. The banks profit from their lack of effective action by charging much higher interest rates to
27 the victims of the fraud.
28

1 4. The banks intimidate the victims by claiming that they did not have “authorization” to transfer
2 the funds, implying that the victims have committed a crime.

3
4
5 Point 1: The banks have various names for this, and so do other federal agencies. It has been
6 going on for years. Simply, someone is “hired” by a company that looks legitimate but is not.
7 This company then pays the “hired” person by giving email authorization to electronically
8 transfer money from a “company account” to the “hired” person’s account. Later, that money is
9 withdrawn because the bank says the “hired” person did not have “authorization.”
10

11
12 In this case, I called Chase and explained what I was doing and asked if it was possible for the
13 bank to later withdraw this money. The bank gave me false, misleading and incorrect
14 information over the phone, which caused me to decide to proceed. Without this information
15 obtained from this call, I would not have proceeded.
16

17
18 Point 2: The banks know about this scheme. What could they do to stop it? Very simply—
19 require a password! By not requiring a password or some other simple account verification the
20 banks are effectively giving anyone the right to temporarily transfer money from any account to
21 their own. It is not true that the “hired” person does not have authorization—anyone who can
22 type numbers of a valid account effectively has authorization.
23

24
25 Point 3: I typed in the name of the company who “hired” me and an account number. Only two
26 possibilities exist: Either the account number was associated with the company typed or not. If
27 the company name was associated with the account, then the banks are directly complicit by
28

1 allowing a company to fraudulently pay people, then revoke those payments time and time again.

2 If the company name typed was not associated with the account number typed, then the banks
3 are complicit by not acting on information they have. In other words, why didn't the bank simply
4 check to make sure the account name and company name matched?
5

6
7 By not requiring simple passwords, company name and account matching or some type of
8 authorization, the banks have put virtually every account at risk. They are not incented to solve
9 this problem because they make excessive profits on it. Both Chase and Barclaycard refused to
10 lower the interest rate charged for my accounts to anything close to what they were charging
11 before this occurred. This is typical. Interest rates charged victims after these fraud schemes are
12 often many times what the rate was before, and the balances are also many times the previous
13 average balances for their credit accounts. (For example, if the banks were charging effectively
14 2% interest for a \$2000 credit card balance, when they charge 20% interest for a \$20,000 balance
15 they make 100 times as much money!)

16
17
18
19 Point 4: Intimidation. Very few lawsuits are filed on this, even though it has affected tens of
20 thousands of people over a period of years. And it is still happening. Banks still send letters to
21 victims claiming the victim did not have "authorization" to make the transfer. This implies the
22 victim committed a crime. A big factor in the lack of lawsuits has to be intimidation by the banks.
23 Intimidation and the implication that the victim can be charged with a crime is in itself a crime.
24

1 Even lawyers are intimidated. I talked to dozens of lawyers who would not take this case on
2 contingency. The only lawyers I got help from wanted payment up front. A large part of the
3 damages I seek are future legal costs, which I will have to pay up front as this is a complex case.
4

5
6 I have proof that this is fraud helped by banks happening over and over again (as evidenced by
7 photos of thousands of boxes at ALN plus other evidence). I have and can obtain more proof that
8 the banks know about it and are obtaining extra profits from it by charging higher than normal
9 interest on the new much higher account balances. I will prove that the banks perpetuate this
10 fraud by not only having a lack of effective (and simple!) safeguards, but also by incorrect and
11 misleading telephone advice. And I have proof of victim intimidation by the banks.
12

13
14 The banks are effectively associating with those perpetuating fraud by knowing about it for years,
15 obtaining extra profits from it, providing incorrect phone advice and refusing to take simple
16 actions to stop it.
17

18
19 I apologize if I have not been clear in my discussion. I am not a lawyer and this is all new to me.
20 I know my odds of winning this suit are long, but I hang on to some hope for justice here for not
21 just me but for thousands more like me.
22

23
24
25 Associated US laws

26 Statutes at Large: 84 Stat. 922-3 aka 84 Stat. 941

27 U.S.C. sections created: 18 U.S.C. §§ 1961–1968

28 PLEADING TITLE - 6

1 Statutes at Large: 92 Stat. 3641 aka 92 Stat. 3728

2 U.S.C. sections amended: 12 U.S.C. ch. 3 § 226 et seq. 15 U.S.C. ch. 41 § 1601 et seq. 15 U.S.C.

3 ch. 41 § 1693 et seq

4 15 U.S.C. § 1601 et seq.

5 15 U.S.C. § 1666(a).

6
7
8 Evidence attached

9
10
11 Correspondence between the defendants and me. Note that the banks consistently accuse me of
12 making unauthorized transactions, when I have not only authorization via email, typed in the
13 names of the companies involved, but I also called them and told them what I was doing.

14
15 Evidence that I contacted many federal agencies, my US Senators and my US Representative
16 with unsatisfactory results.

17
18
19 Bank statements

20
21 Private investigator results and photos of thousands of packages similar to the ones I sent, plus
22 names and addresses of ALN employees. (I could not afford to pay the private investigator to
23 investigate MC Medical AG as well so I have less information for them.)

24
25
26 Legal help

27
28 PLEADING TITLE - 7